



REQUEST FOR PROPOSAL

Management, Operations
and Maintenance Services:
Fixed Route & Paratransit

Issued: December 12, 2022
Responses Due: January 24, 2023

CONTACT:

Jason McGarry
Charleston Area Regional Transportation Authority (CARTA)
jasonm@bcdco.com

December 12, 2022

Dear Service Provider:

Charleston Area Regional Transportation Authority (CARTA) is accepting proposals from qualified Service Providers for the management, operations, and maintenance of their fixed route and paratransit public transportation system.

The requirements for submitting a proposal are stated with the following Request for Proposal (RFP). This RFP has been developed in accordance with the procurement guidelines of the Federal Transit Administration (FTA), and those related to State and Local Government. Details are described herein, and should be followed accordingly.

All proposals are due to **Charleston Area Regional Transportation Authority (CARTA), 5790 Casper Padgett Way, North Charleston, SC 29406**, no later than **January 24, 2023 at 3:00 p.m. EST**. One (1) signed original, one (1) digital and four (4) printed copies of Proposal responses should be submitted in a sealed box marked with the following information:

**Management, Operations and Maintenance: Fixed Route and Paratransit Service
Attn: Jason McGarry, Procurement/Contracts Administrator
(Name of Company Submitting Proposal)**

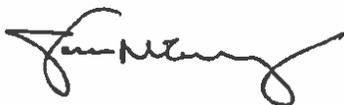
Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the CARTA website at: www.ridecarta.com. All Providers should consult this website for updates before submitting proposals.

Proposals are required to include the certifications located at the end of this RFP. Providers who do not submit all required certifications and addendums will be subject to non-compliance and their proposal will not be accepted.

Any offer submitted as a result of this solicitation shall be valid for ninety (90) calendar days following the submittal date. This solicitation does not commit CARTA to award a contract, to pay any cost incurred in the preparation of proposals, or contract for the services. CARTA may award a single contract or multiple depending on the firm's ability to meet all requirements.

Proposals resulting from this solicitation are subject to the South Carolina Freedom of Information Act (FOIA). All information that is to be treated as confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page.

Sincerely,



Procurement/Contracts Administrator

Contents

SECTION 1 – INTRODUCTION AND GENERAL CONDITIONS	5
1.0 Introduction	5
1.1 General Description of Tasks	6
1.2 Definitions	8
1.3 General Conditions	10
1.4 Proposal Conditions	10
1.5 Proposal Schedule	14
1.6 Questions	14
1.7 Submission of Proposals	15
1.8 Term of Agreement	15
1.9 Financial Requirements	15
1.10 Invoices and Payments	16
1.11 Fuel	16
1.12 Service Hour Cost	16
1.13 Audits and Reviews	17
1.14 Prohibition on Pass Through Payments	17
1.15 Unsatisfactory Performance Fees	18
1.16 Reporting	18
SECTION 2 – SCOPE OF WORK	20
2.1 Service Levels at Issuance of RFP	20
2.2 Fixed Route Operations Plan	20
2.3 Paratransit (Tel-A-Ride) Service Plan	21
2.5 Fleet Description	23
2.6 Holidays	24
2.7 Dispatching	24
2.8 Operating Facility	25
2.9 Vehicle Maintenance	25
2.10 Damages	26
2.11 Vehicle Cleaning	26
2.12 Management	26
2.13 Drivers	30

2.14	Driver Training	31
2.15	Supervision	31
SECTION 3 – REPORTING & INSURANCE		32
3.1	Reporting	32
3.2	Financial Records	32
3.3	DBE Reporting.....	32
3.4	Invoices and Farebox Revenue Handling.....	32
3.5	Information Management System.....	32
3.6	Collisions/Incident Report	33
3.7	Insurance Requirements	33
SECTION 4 – PROPOSAL CONTENTS		34
4.0	PROPOSAL CONTENTS	34
4.1	QUALIFICATIONS PROPOSAL.....	34
4.2	PRICE PROPOSAL	39
4.3	PROPOSAL ACCEPTANCE AND VALIDITY	39
SECTION 5 – PROPOSAL REVIEW AND EVALUATION		40
5.0	PROPOSAL REVIEW AND EVALUATION	40
5.1	BEST AND FINAL OFFER	40
5.2	PROPOSAL EVALUATION	40
SECTION 6 – AWARD AND CONTRACT		42
6.0	AWARD AND CONTRACT	42
SECTION 7 – REQUIRED FEDERAL CLAUSES		43
SECTION 8 – PRICE PROPOSAL		59

SECTION 1 – INTRODUCTION AND GENERAL CONDITIONS

1.0 Introduction

The Charleston Area Transportation Authority (CARTA) is the public transportation system serving the metro area of Charleston, S.C. It is the state's largest public transportation provider and ranks as one of the top systems in the Southeast, with a ridership of well over 3 million annually across 23 fixed and express routes. CARTA also provides Tel-A-Ride and OnDemand for senior and paratransit riders.

CARTA was created in 1997 by adoption of a mutual agreement by the following jurisdictions: Charleston County, The City of Charleston, The City of Hanahan, and The City of Isle of Palms, The City of North Charleston, The Town of Kiawah Island, The Town of Mt. Pleasant, and The Town of Sullivan's Island.

CARTA provides public transportation services within the member jurisdictions, with the authority to determine scope (routes, equipment, and facilities) and standards of the service to be provided. CARTA is subject to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state, and local laws. Please visit our website www.ridecarta.com for additional information.

CARTA is seeking a qualified Service Provider for the management, maintenance, and operations of the fixed route and paratransit transportation system, as well as maintain the revenue vehicles, the support vehicles, and the facility. The selected Service Provider shall provide the personnel, maintenance, materials, supplies, training, and superintendence necessary for safe, courteous, efficient, and reliable transportation of passengers that utilize CARTA.

The CARTA Operations and Maintenance Facility will be available for the Service Provider at 3664 Leeds Ave. North Charleston, SC 29405 to operate the proposed services for the agencies service area. A minimal annual lease will be incorporated into the contractual agreement of \$1 per year for the use of these facilities. A separate lease agreement will be included with this contract for the roles and responsibilities of the Service Provider for inhabiting the space. The Service Provider will be financially responsible for all expenses related to inhabiting, utilizing, including, but not limited to utilities, cleaning, trash, landscaping, and telecommunications expense and associated facility and equipment repairs.

The selected Service Provider shall provide the personnel, maintenance, materials, supplies, training, and superintendence necessary for safe, courteous, efficient, and reliable transportation of passengers that utilize CARTA. The Service Provider shall keep and maintain the books and records reflecting the operation of the transit system in conformity with the requirements of CARTA and at the direction of CARTA and shall render and certify to CARTA such full and complete monthly or other operating reports and financial statements.

All CARTA services are open to the public and are ADA-accessible for elderly and disabled persons in compliance with local, state, and federal law. The chosen Service Provider(s) is responsible to adhere to all applicable laws. Any failure to adhere to rules, regulations, and laws may result in a financial penalty and termination of contract conditions.

1.1 General Description of Tasks

Work associated with this RFP shall include, but not limited to, the following tasks:

- The Service Provider(s) shall be responsible for all preparations necessary to begin operation of the services including identification of needed maintenance tools and associated equipment and related personnel by July 1, 2023. The Service Provider shall provide all tools needed for the maintenance of vehicles except those permanently affixed to the facility and those provided by CARTA.
- The Service Provider shall be responsible for hiring, training, and management of related personnel. All personnel shall be drug tested in accordance with a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, documented procedures shall be established, an aggressive safety program shall be developed, facilities and equipment prepared and maintained, and all other activities required for Service Provider start up performed by July 1, 2023 if awarded contract.
- The Service Provider has the authority to exercise full control and supervision of its Charleston operation employees, including their compensation and discharge. Proposer shall be responsible as to all matters relating to payment of such employees, including compliance with social security, withholding, and all other regulations governing such matters.
- The Service Provider shall perform all function and do all things necessary for the management of its employees at the property, including but not limited to the authority to fix wages, hours and other terms and conditions of employment, to bargain with its employees or their representatives and enter into collective bargaining agreements, to establish and enforce rules and regulations and handling and resolving grievances of its employees, to hire, fire, promote, layoff, supervise and discipline its employees including discharge of employees, all of the above whether arising by collective bargaining agreement or otherwise.
- The Service Provider(s) shall coordinate, manage, and control all necessary service activities, which shall include, but not be limited to:
 - Operating all services to the levels and standards required as described throughout this RFP.
 - Provide office equipment needed for operation of the Fixed Route System including, but not limited to, computers, including hardware, software, and peripherals, furniture, fax machines, and copiers, except for the equipment provided by CARTA under inventory under this RFP.
 - Acquire and maintain a parts inventory adequate to properly maintain the type and number of vehicles to meet service requirements.
 - Monitor the level of fuel supply and timely order fuel under CARTA's authorization for State Contract fuel purchases, to keep all Vehicles in full operation.
 - Dispose of all hazardous materials including, but not limited to, waste oil, grease, and automatic transmission fluid in accordance with applicable Local, State and Federal Laws and Regulations:

- Notify CARTA of any issues or concerns in any system expansions, alterations, and/or reductions in service.
- Comply with CARTA's approved storm water pollution prevention plan.
- Develop a fire and emergency evacuation plan for the Facility to be approved by CARTA.
- Cooperate with law enforcement agencies with respect to security activities on-board Vehicles and elsewhere.
- Perform all work and services in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
- Allow services to be inspected or reviewed by an employee of CARTA or designated agent at any reasonable time and place selected by CARTA
- Study, evaluate, and introduce progressive operational methods and techniques. The Service Provider shall periodically make recommendations as to routes, fares, and service standards, subject to the determination and approval by CARTA as provided by applicable law. This shall include the use in the Service Provider's discretion of the physical plant, building, equipment, vehicles, and other property provided by CARTA and the authority of the Service Provider to determine and set efficient and cost-effective procedures and method for such use.
- Service Provider shall provide monthly reports to CARTA as to the status of the system, and it shall make recommendations to CARTA as necessary to promote the safe, cost-effective, and efficient operation of the public transportation system, such as to the acquisition, replacement or refurbishing of fleet equipment, maintenance and improvement of CARTA facilities, and improvement of the transportation services provided to the public.
- CARTA shall provide Customer Service. Service Provider shall be required to direct all customer service requests to the appointed CARTA staff.
- Providing drivers, supervisory, maintenance, managerial and administrative personnel.
- Establishing all employment policies related to Service Provider's personnel, including Unionized workforce CBA as required under Section 5333b pending operator workforce hiring.
- Development and implementation of driver training and testing programs.
- Development and implementation of administrative, safety and security procedures, performance statistics, and financial records.
- Development and implementation of methods to ensure service efficiency and reliability.
- Performing all activities associated with the maintenance of facilities and equipment required for the operation of the system. This shall include maintenance and inspection of other equipment provided by CARTA. (e.g., Bus Wash, Fuel Bay, Syncromatics ITS System, Radios, APC, Camera system components, Modems, Antennas, etc.).
- Provide transit service in accordance with the Schedules, or as otherwise established by CARTA.
- Immediately report to CARTA any accidents, including passenger accidents, any non-routine event, or any operational deviation.
- Comply with and/or assist with CARTA's monitoring and auditing programs.
- Executing data collection and gathering services as requested by CARTA.
- Managing farebox deposit and probing operational policies and procedures.
- Participate in CARTA's planning process.

- Providing an adequate inventory of parts to assure proper maintenance and operation of the vehicles and facility.
- Providing an adequate inventory of tires for the vehicles and of the same or better quality as initially provided on the vehicles by CARTA.
- Towing shall be the responsibility of the contractor to include all costs for towing vehicles. Towing must be performed properly to assure against damages to the vehicles. Any damages resulting from improper towing procedures shall be the responsibility of the contractor.
- Road calls are the responsibility of the contractor and shall be performed in an expedient manner. The contractor must take every step possible to assure the least inconvenient and discomfort to the passenger. All road calls that result in a delay of service shall be reported to the Executive Director or designee.
- Ensure that the radios, tablets, other on-vehicle technology, and all on-site information Technology Systems provided by CARTA for use in communicating with vehicle operators, the facility, and customers are operational at all times, and are properly maintained in accordance with a program to be approved by CARTA.
- The Service Provider shall sell all fare media tickets, both individual and bulk sales. The contractor will receive tickets from CARTA on a consignment basis. CARTA may audit the ticket sales on a monthly basis.

1.2 Definitions

CARTA has defined, but reserves the right to redefine through written addenda, the following terms for the purposes of this RFP:

- The term “Agreement” or “Contract” means the agreement for the operation of CARTA between CARTA and the successful Proposer in this procurement.
- The term “Solicitation” means the RFP used to procure public transportation services.
- The term “Proposal” refers to a written document submitted by a Proposer in response to this RFP.
- The term “Prospective Proposer” means any person who receives the RFP from the Contracting Agent of managing associate named in this RFP.
- The term “Interested Party” means any person who is an actual or prospective Proposer or who has economic interest in the award of the Contract or the failure to award the Contract.
- The term “Best and Final Offer” or “BAFO” means the final, written Proposal made by a Proposer in response to a request by CARTA after the conclusion of discussions with Proposers, and submitted by the date and time specified in CARTA’s request.
- The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.
- The term “Service Provider” means the service and/or prime Service Provider preparing and submitting the RFP and selected for service operation.
- The term “Service Provider” means the service and/or prime Service Provider preparing and submitting the RFP and selected for service operation.
- The term “Service Provider General Manager” means the person identified by the Service Provider and approved by CARTA as responsible for managing and implementing the Service Provider’s duties under the Agreement.

- The term “Service Provider Maintenance Manager” means the person identified by the Service Provider and approved by CARTA as responsible for managing and implementing the Service Provider’s maintenance program duties under the Agreement.
- The term “Key Personnel” means those Service Provider individuals who will perform work normally associated with the following functions: Service Provider General Manager, Operations Manager, Maintenance Manager and Training/Safety Manager.
- The term “Days” means calendar days, unless otherwise specifically noted.
- The term “Operation” means the provision of all public transportation service components listed in this RFP and negotiated in the Contract.
- The term “Equipment” means the equipment supplied by CARTA for use by the Service Provider in providing services under the Contract.
- The term “Holiday Schedule” means a modified schedule to provide a different level of transit service on designated days as defined by CARTA.
- The term “Occurrence” shall be defined as one separate and distinct event, incident, or episode.
- The term “Fixed Route Service Hours” the period of time that a Revenue Vehicle is engaged in Fixed Route System or other service requested by CARTA, which begins upon said Revenue Vehicle's pullout from the Facility and ends upon said Revenue Vehicle's return to the Facility, excluding dead time, lunchbreaks, and breaks between run splits. For midday vehicle swaps associated with the electric buses, CARTA will only pay for new pre-trip and post-trip time connected to these swaps, as mutually agreed upon at the standard rate
- The term “In Service Road Failure” means a Revenue Service interruption caused by a failure of an operational or mechanical element of a Revenue Vehicle (or a replacement vehicle), but does not include a service interruption caused by a publicized fleet defect.
- The term “Unsatisfactory Performance Fees” means a financial reduction of a Service Provider payment(s) for failure to comply with contractual requirements for route performance, maintenance, facility management, cash collection and reporting requirements with CARTA and affected federal and state rules and regulations.
- The term “Person” means an individual, corporation, limited liability company, partnership, association, or other form of business entity.
- The term “On-Time Performance” means the percent of schedule runs that are observed On-Time.
- The term “Recovery Time” means the time built into a route trip schedule to mitigate schedule adherence issues relating to delays, excluding any required meal or rest periods.
- The term “Revenue Hour” means the time a Revenue Vehicle is in Revenue Service, including Recovery Time but excluding Deadhead Time.
- The term “Revenue Service” means the time when a Revenue Vehicle operates in transit services available to carry fare-paying passengers. “Revenue Service” includes Recovery Time, but does not include Deadhead Time, missed trips, or any time when a Revenue Vehicle is out of service for vehicle operator breaks, refueling, mechanical breakdown, or other operational variation, which would remove a vehicle from availability for Revenue Service.
- The term “Revenue Vehicle” means any vehicle used to provide public transportation services available to carry fare-paying or subscription passengers in the CARTA service area in accordance with the Agreement.
- The term “Support Vehicle” means a vehicle that is used by the Service Provider to support transit services under the Agreement (for activities such as road supervision and operator shift transition) but is not used in Revenue Service, including cars, vans, tow trucks, lift-equipped vans, and service trucks.

- The term “trip” refers to the one-way movement of a revenue vehicle from the origin timepoint to the terminal timepoint along a single route pattern as published in CARTA’s route timetable.
- The term “Customer Complaint” means each separate substantive customer complaint including oral and written complaints, whether received initially by Service Provider, CARTA or a third party as determined in CARTA’s sole discretion. The same customer complaint from the same customer shall not be counted as a separate Customer Complaint.
- The term “Passenger Eligible” shall mean a paratransit passenger that has a current eligibility determination in accordance with CARTA’s Paratransit Policy and a valid identification card showing such determination or is using CARTA’s paratransit service, Tel-A-Ride, to obtain his identification card.
- The term "Cause" is defined as failure to meet or comply with a material requirement of the Contract or applicable state or federal regulations or policies.
- The term “Subcontractor” means any person having a contract to perform work or render service to the Service Provider as part of the Service Provider’s agreement arising from this solicitation.
- The term “Public Record” shall have the same meaning as defined in the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-20(c), as amended.

1.3 General Conditions

CARTA, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute, or otherwise modify this RFP at any time; CARTA will provide written notice of such action to potential proposers.
- To cancel this RFP with or without the substitution of another RFP.
- To take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP that would be in the best interests of CARTA.
- To issue additional requests for information.
- To accept or deny the designated General Manager and Maintenance Manager assigned to this contract and to require removal of these two key positions if they are not meeting contractual expectations.
- To require one or more Service Providers to supplement, clarify or provide additional information for CARTA to evaluate the proposals submitted.
- To conduct interviews with respect to the qualifications and experience of each Service Provider.
- To waive any defect or technicality in any Proposal received.
- To reject any or all Proposals.
- CARTA accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process.

1.4 Proposal Conditions

- **GENERAL RESERVATION OF RIGHTS**
CARTA reserves the right, in its sole discretion, to reject any or all Proposals in response to this RFP, to waive any irregularities or informalities in a Proposal, and to enter into any Agreement

deemed by CARTA to be in the best interest of CARTA, with one or more of the Service Providers responding.

CARTA reserves the right to discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engage in anti-competitive practices, the Proposal of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken.

- **SINGLE PROPOSAL RESPONSE**

If only one Proposal is received in response to this RFP and it is found by CARTA to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for CARTA of the detailed price/cost proposal in order to determine if the price is fair and reasonable.

- **OPENING OF PROPOSAL**

Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the Evaluation and Selection Committee and other CARTA officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation.

- **CONFIDENTIALITY**

Upon receipt at CARTA, your Proposal is considered a public record except for material, which qualifies as “trade secret” information under SC FOIA. To properly designate material as Confidential/Trade Secrets, each page must be stamped at the bottom of the page with a Confidential.

- **STATUTORY REQUIREMENTS**

Any Contract awarded as a result of this RFP shall be in full compliance with all statutory requirements of South Carolina and all statutory requirements of the Federal Government.

- **RESERVATION OF RIGHTS TO CHANGE SCHEDULE**

CARTA shall ultimately determine the timing and sequence of events resulting from this RFP. CARTA reserves the right to delay the closing date and time for any phase if CARTA staff believe that an extension will be in the best interest of

- **RESERVATION OF RIGHTS TO AMEND RFP**

CARTA reserves the right to amend or cancel this RFP at any time during the process if it believes that doing so is in the best interests of CARTA. Any addenda will be posted on the CARTA website and is the responsibility of the Service Provider to include any addenda with their proposal.

- **ADDITIONAL EVIDENCE OF ABILITY**

A Service Provider shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by CARTA.

- **NO COLLUSION OR CONFLICT OF INTEREST**

By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP and is in all respects fair and without collusion or fraud.

- **PROPOSAL TERMS FIRM AND IRREVERSIBLE**

The signed Proposal shall be considered a firm offer on the part of the Service Provider. CARTA reserves the right to negotiate price and services. All Proposal responses (including all statements, claims, declarations, prices, and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by CARTA. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety. Any false or misleading statements found in the Proposal will be grounds for disqualification.

- **SUBCONTRACTING**

The Successful Service Provider shall be the prime Service Provider and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the successful Service Provider will assume all responsibility for the performance of the Services that are supplied by the Service Provider. Additionally, CARTA must be named as a third-party beneficiary in all subcontracts.

- **WITHDRAWAL FOR MODIFICATION OF PROPOSALS**

Service Providers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be permitted. Any proposal or modification received at the office designated in the solicitation after the exact time specified for receipt will not be considered and will be returned to the proposer unopened. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal and received by CARTA prior to the scheduled closing time for receipt of Proposals, will be accepted.

- **EXCEPTIONS TO RFP**

Other than exceptions that are stated in compliance with this section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

- **COMPLIANCE WITH LAWS**

In submitting a Proposal, each Service Provider agrees to make itself aware of, and comply with, all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. Each Service Provider further agrees that it will at all times during

the term of the Contract comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but not limited to, Workers Compensation, the Fair Labor Standards Act (FLSA), Department of Labor and associated Section 5333b, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

- **PROTEST PROCEDURES**

All protests must be submitted to CARTA in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by CARTA.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

Charleston Area Regional Transportation Authority (CARTA)
5790 Casper Padgett Way
North Charleston, SC 29406
ronm@bcdco.com

- **REVIEW OF PROTESTS BY FTA**

All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F. Protesters shall exhaust all administrative remedies with CARTA prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation.

Appeals to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date the Protester has received actual or constructive notice of CARTA's final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to FTA.

- **CONFLICTS OF INTEREST**

No employee, officer or agent of CARTA shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved.

- **GRATUITIES**

CARTA'S officers, employees, and agents cannot solicit nor accept gratuities, favors, or anything of monetary value from Proposers or other parties with an interest in the selection of the award of the Contract.

- **LOBBYING**

During the period beginning with the advertisement and distribution of the RFP and ending with contract execution, no Prospective Proposer is allowed to communicate with any CARTA staff, employees, consultants, or agents regarding this RFP, excluding:

- Communications with the Procurement/Contracts Administrator.
- Communications that are in response to inquiries initiated by CARTA

The Prospective Proposer shall not, in any discussion with a CARTA employee, address any substantive or procedural matter relating to this RFP, the evaluation or selection process hereunder, or Contract award.

- **CLARIFICATION OF AMBIGUITIES**

Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify CARTA in writing of such apparent discrepancy. Failure to notify CARTA will constitute a waiver of claim of ambiguity, inconsistency, or error.

- **SERVICE PROVIDER'S OBLIGATION TO FULLY INFORM THEMSELVES**

Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Providers own risk.

- **DISCLAIMER**

Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided

1.5 Proposal Schedule

- RFP Release – December 12, 2022
- Questions Due – January 11, 2023
 - Addendum will be posted on www.ridecarta.com
- Proposal Due Date: January 24, 2023 by 3:00 PM

Any proposer that would like to request a fleet/facility review must send an email notice to CARTA at jasonm@bcdcog.com on or before December 30, 2022.

1.6 Questions

All prospective Proposers may submit any request for addenda, amendments to, or clarification or modification of this RFP by email to jasonm@bcdcog.com by January 11, 2023.

CARTA reserves the right to issue written addendum to this RFP to all Prospective Proposers. CARTA may change any oral interpretations, responses, or clarifications to this RFP made by any CARTA employee or other representative at any time.

1.7 Submission of Proposals

Proposers understand and agree that submittal of a Proposal will constitute acknowledgement and acceptance of, and a binding offer to comply with, all the terms, conditions, and criteria contained in this RFP. All parts of the submitted Proposal may become part of any subsequent contract between the selected Service Provider and CARTA. False, incomplete, or unresponsive statements in connection with a Proposal, failure to adhere to the instructions in this RFP, or failure to provide all of the submittals required may be sufficient cause for rejection of the Proposal. The evaluation and determination of the fulfillment of this requirement will be CARTA's responsibility and its judgment will be final. A Proposal found to be technically unacceptable will not be subject to evaluation.

Proposals shall provide a straightforward, concise delineation of the Proposer's capability to satisfy the requirements of this RFP. Each Proposal shall be submitted in the requested format with a maximum number of pages and provide all pertinent information, and submittals, including but not limited to information relating to price, capability, experience, financial resources, management structure and key personnel, and other information as required by this RFP. Proposer shall furnish a price for all items on the Proposal Price Format and failure to do so will render the Proposers price proposal invalid and may cause its rejection.

1.8 Term of Agreement

The Service Provider shall perform the services outlined in this Request for Proposal for a period of three (3) years from the Effective Date of the Contract signing. The initial term shall be three (3) years, and CARTA, at its sole discretion, may elect to renew the contract for seven (7) consecutive one-year terms.

Upon Completion of Term: Upon the expiration of the Term or in the event of an earlier termination of the resulting Contract, the Service Provider shall fully cooperate in any procurement process conducted by CARTA and in a transition of the Fixed Route and Paratransit fleet to a new Service Provider (including, but not limited to providing access to the Vehicles and the Facility, coordinating the transfer of equipment, and taking other related actions).

1.9 Financial Requirements

CARTA is seeking a qualified Service Provider for the management, maintenance, and operations of the fixed route and paratransit transportation system, as well as maintain the revenue vehicles, the support vehicles, and the facility. The selected Service Provider shall provide the personnel, maintenance, materials, supplies, training, and superintendence necessary for safe, courteous, efficient, and reliable transportation of passengers that utilize CARTA.

- The Service Provider shall manage and operate CARTA's Fixed Route and Paratransit Systems Staff, as well as maintain the Revenue Vehicles, the Support Vehicles, and the Facility. Except as otherwise noted, the Service Provider shall provide everything necessary including the workforce to operate the Fixed Route and Paratransit systems in accordance with the terms of this RFP.

- The Service Provider will enter into a lease agreement with CARTA for the Facility, which terms shall be mutually acceptable. The annual cost shall be \$1 per year.
- The Service Provider shall keep and maintain the books and records reflecting the operation of the transit system in conformity with the requirements of CARTA and at the direction of CARTA and shall render and certify to CARTA such full and complete monthly or other operating reports and financial statements as provided in the agreement.

1.10 Invoices and Payments

- Service Provider shall submit a monthly invoice by the **5th business day** of each month for the previous month's service. The invoice will be based upon the number of Service Hours operated and shall set forth an itemized list of the service hours operated, broken down by route and number and type of vehicle, total hours of service provided, missed runs, and any additional information requested by CARTA. Said invoice shall also list the total due for Preventative Maintenance and all other amounts due Service Provider with appropriate documentation.
- CARTA has the right to make adjustments to the total invoice amount for application of difference in total revenue hours, Unsatisfactory Performance Fees, and any other adjustments deemed appropriate. When such adjustments cause a difference in the invoice amount due to Service Provider, CARTA will notify Service Provider in writing of such changes. If Service Provider objects to any such adjustments made by CARTA, Service Provider may pursue a dispute resolution.
- If the monthly invoice amount after any adjustments made by CARTA is greater than the amount submitted by Service Provider, CARTA shall make payment of such difference within 30 days of receipt of such invoice.

1.11 Fuel

- Service Provider shall be responsible for timely notifying CARTA's fuel vendor of the need for fuel delivery. Fuel shall be ordered in full tanker-loads to minimize the per unit fuel price under the current State Contract for Fuel. CARTA shall pay for the cost of all fuel used in the Fixed Route and Paratransit Systems.

1.12 Service Hour Cost

- Service Hour Cost Proposals shall be structured so that CARTA will pay the Service Provider a fixed Service Hour Cost. The Service Hour Cost shall include the cost of operation of one in-revenue service hour of operation for each service class, excluding the cost of fuel, basic comprehensive and liability insurance coverage, and certain capital items, which will be provided by CARTA. CARTA has set a policy, which allows passengers to board for regular fare at any designated bus stop when a vehicle is either leaving or returning to the garage; therefore, all deadhead hours can to be included in the Service Hour total. CARTA also requests that the Service Provider provide an additional separate charge for Preventative Vehicle Maintenance, which is not to be included in the Service Hour Cost, in order to submit requests for

reimbursement under its annual Federal Transit Administration Urban Formula Grant. These expenses must be submitted for reimbursement with a full detail of expenses along with the regular monthly invoice for service.

- Unauthorized Service: Service Provider shall not be compensated for any service or maintenance activity that is operated without written authorization from the CARTA Executive Director.
- Unless specifically provided in this Proposal, the prices provided shall remain fixed and shall not be adjusted as a result of increases in the cost of performance.

1.13 Audits and Reviews

- CARTA reserves the right to request any information to support any charges submitted in the invoices. CARTA may at any time conduct an audit of any records kept by Service Provider that are directly or indirectly related to the service provided under the Contract. Any overpayment or underpayment uncovered in such an audit may be charged or credited (as the case may be) against Service Provider's future payments. CARTA may withhold payment for services it considers were improper, failed to meet service specification and were subject to an Unsatisfactory Performance Fee, or were otherwise questionable. Appropriate financial adjustment to future payments shall be made by CARTA based upon any inconsistency, irregularity, discrepancy, under billing, or unsubstantiated billing revealed as a result of the audit. If Service Provider objects to any such adjustments made by CARTA, Service Provider may pursue a dispute resolution.
- Submission of Invoices: Invoices for payment shall be so marked and include a reference to the ultimate Contract number. Invoices shall be accompanied by any required reports under this Contract. A digital invoice should be submitted to the Executive Director and Finance Office as shown in the contract.

1.14 Prohibition on Pass Through Payments

- General Rule: Except as expressly provided elsewhere in this Request for Proposals, all compensation to Service Provider for services under this contract shall be pursuant to the cost per service hour methodology set forth in the previous section.
- Request for Property: If Service Provider desires to obtain any property or equipment needed for the operation of service, which CARTA is obligated to provide under this Contract, Service Provider shall submit a written request to CARTA identifying the property needed and explaining why it is necessary for the performance of services as outlined in the RFP. CARTA shall notify Service Provider within 30 days after receipt if the property will be obtained.
- Provision by CARTA: If CARTA is obligated hereunder to provide the property or equipment requested under a Request for Property, CARTA shall obtain that property or equipment and make such property or equipment available to Service Provider for the purpose of carrying out services detailed in this RFP, however, CARTA shall be under no obligation to provide such materials if funding is not available.

- Acquisition by Service Provider: In exigent circumstances when Service Provider submits documentation that its direct acquisition of property or equipment is essential to the provision of services under this Contract and that CARTA is required hereunder to provide such equipment, the Contracting Officer may provide Service Provider with prior written authorization to acquire or lease such property or equipment. In such an event, CARTA shall reimburse Service Provider the actual cost thereof without a mark-up of any kind for such acquisition within 30 days of receipt of an appropriate invoice. The title of any such property or equipment shall be transferred to CARTA and CARTA shall make such property or equipment available.

1.15 Unsatisfactory Performance Fees

- CARTA and the Service Provider acknowledge and agree that CARTA will incur damages if the Service Provider fails to meet the requirements set forth in the RFP. CARTA and the Service Provider agree that CARTA will incur damages if the Service Provider fails to perform the Services. The parties further acknowledge and agree that the damages, which might be reasonably anticipated to accrue as a result of failure to meet one or more of the required service levels, are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Service Provider agrees to pay Unsatisfactory Performance Fees at the rates set forth in Attachment A.

1.16 Reporting

- In General: Service Provider shall keep written financial and performance records for the Fixed Route and Paratransit System. Service Provider shall submit monthly financial reports in a format sufficient to comply with National Transit Database Reporting by the tenth of the following month to CARTA using a standardized financial reporting format. Financial and performance records must be available for inspection by CARTA at all times. Failure to comply will result in an unsatisfactory performance fee as outlined in this Contract. If directed by CARTA, Service Provider must supply an independent audit of the financial and performance data reported. CARTA shall select the auditor to perform such audit and bear the expense of such audit. Failure to comply may result in termination of the Contract.
- CARTA reserves the right to require Service Provider to submit all reports electronically using industry standard computer file formats. Service Provider will be expected to collect data as required and to provide period statements, showing, for example, a comparison of the transit system's past performance and of various management goals and objectives. Some of the reports, which will be required, are the following: Revenue Reports, Passenger Reports (by type), Wheelchair Use, Customer Relations, On-Time Performance, Safety Report, DBE Report, Mileage, Vehicle Usage and Fare box Data/National Transit Database Reporting. Service Provider shall provide all other reports requested by CARTA. The majority of the reports will be required on a monthly or quarterly basis. Service Provider shall be responsible for installing proper mechanisms for ensuring all data have been screened for errors and are accurate. CARTA reserves the right to perform additional accuracy checks to determine the reasonableness of the data. Prior to the start of service,

Service Provider may be required to demonstrate to CARTA its ability to collect and substantiate the data.

- National Transit Database Reporting: CARTA receives federal subsidies according to the FTA formula calculated upon data generated from CARTA and its Service Provider's annual National Transit Database data on a calendar year basis. Service Provider shall be required to meet all National Transit Database reporting requirements of the Federal Transit Administration. Accordingly, Service Provider shall comply with any and all FTA specifications for compliance with the National Transit Database regulations. A complete set of required forms, instructions, and sampling methodologies will be provided to Service Provider. Service Provider shall conduct all relevant data collection. Service Provider shall be responsible for auditing of their National Transit Database reports before they are submitted to CARTA on a quarterly basis.
- Data Collection: Service Provider shall follow data collection and reporting procedures that document daily operations and provide a basis for monitoring and evaluating the productivity of the service provided. Service Provider shall utilize the electronic fare collections equipment and computer support equipment provided by CARTA. Service Provider shall have all of the necessary computer hardware and software to maintain databases of all relevant maintenance, operations and passenger information. Service Provider shall provide CARTA with modem or network access to Service Provider's Fixed Route System related computer systems for the purposes of monitoring and data exchange and hereby waives all claims of privacy or ownership in and to said data and said systems excluding Service Provider's internal financial information unless otherwise provided herein or by federal, state, or local law. CARTA reserves the right to monitor such computer systems at any time. Service Provider shall install proper mechanisms for ensuring all data have been screened for errors and are accurate. CARTA shall have the right to perform additional accuracy checks to determine the reasonableness of the data.
- Internet Access: Service Provider shall have access to the internet and email contact information for key personnel shall be provided to CARTA.
- Ownership of Documents: Service Provider agrees that all information in oral or written form related to the services provided under this Contract, whether obtained from CARTA, its agents or assigns or other sources, or generated by Service Provider pursuant to this Contract shall not be used for any purpose other than fulfilling the requirements of this Contract. Any documents, reports, or data generated by Service Provider in connection with the performance of this Contract shall become the sole property of CARTA, subject to any rights asserted by the FTA. Service Provider shall not release any documents, reports or data relating to service pursuant to this Agreement without prior written permission from CARTA, unless required to do so by appropriate government officials or law enforcement agencies or otherwise required by law.
- The contractor will be required to conduct passenger mile sampling in accordance with Federal Transit Administration (FTA) accepted methodology as approved by CARTA staff for use in preparation of the annual National Transit Database report.

SECTION 2 – SCOPE OF WORK

2.1 Service Levels at Issuance of RFP

The range of service hours identified below includes an anticipated number for each CARTA service. As described within this RFP, CARTA reserves the right to increase or decrease service hours to meet the demand of the Service. All routes and times are posted on www.ridecarta.com

- Fixed-Route Service

Fiscal Year	Service Hours	Service Miles	
2017	202,143	2,800,723	
2018	210,809	2,845,780	
2019	219,934	2,954,905	
2020	196,689	2,710,843	
2021	204,576	2,831,405	
2022	207,795	2,883,855	
2023	208,834	2,904,042	*Projected
2024	210,505	2,927,274	*Projected
2025	211,557	2,947,765	*Projected
2026	213,461	2,977,243	*Projected

- Paratransit Service

Fiscal Year	Service Hours	Service Miles	
2017	43,850	628,504	
2018	44,505	643,353	
2019	46,197	663,704	
2020	37,221	534,778	
2021	38,600	616,904	
2022	39,887	652,265	
2023	41,083	665,310	*Projected
2024	41,905	678,617	*Projected
2025	43,162	698,975	*Projected
2026	44,457	719,944	*Projected

2.2 Fixed Route Operations Plan

All Routes and Schedules shall be specified by CARTA – A compilation of the existing routes and schedules to be operated initially under this contract are available at www.ridecarta.com. Routes are subject to change and modification as specified by CARTA and new routes or services may be added in accordance with the requirements in this RFP.

CARTA will provide the headway and service frequency to the Service Provider during the performance of this contract. The Service Provider shall be responsible for developing driver shifts from the schedule provided by CARTA.

The Service Provider shall perform all scheduled services subject to CARTA's operating standards for service performance. Service shall be provided as requested or according to any adjusted schedule established by CARTA, including route modifications required as a result of a declared emergency.

The Service Provider shall not supply vehicle service hours when they are not scheduled, and such hours will not be paid for by CARTA. Relief drivers are the responsibility of the Service Provider and shall not disrupt the continuity of Service. If a major disruption in service occurs, the Service Provider shall notify CARTA immediately. If the Service Provider should be unable to provide alternative service, CARTA may then elect to secure the necessary services. Should CARTA elect to secure such service from other sources, the Service Provider shall be liable for all such costs incurred.

All Services to be rendered by the Service Provider under this Agreement shall be as specified by CARTA. The Service Provider shall advise CARTA of matters of importance and make recommendations when appropriate; however, final authorization concerning Service parameters shall rest with CARTA with input from the participating Cities, Counties, or State agencies as appropriate.

The Service Provider is required to have a means of communication with all in-service vehicles including intra-vehicle communication between in-service vehicles (i.e., Cellular Direct Connect) during all hours when a vehicle is on the road, with no exceptions. All means of communication shall be the sole responsibility of the Service Provider.

CARTA reserves the right to revise and/or add any Service parameters as needed, in order to meet Service needs and regulations. The Service Provider may propose ways to improve the use of CARTA

Vehicle Registration and Licensure

CARTA shall obtain and keep current South Carolina Department of Motor Vehicles registrations and permanent vehicle tags for all vehicles used to provide service in the Fixed Route System. CARTA shall pay all fees involved in obtaining or maintaining proper registrations and if applicable, fees involved in the transfer of lease documents for leased vehicles.

2.3 Paratransit (Tel-A-Ride) Service Plan

The Tel-A-Ride service area extends $\frac{3}{4}$ of a mile on either side of all fixed route transit routes, and includes peninsular Charleston, West Ashley, Mt. Pleasant, Sullivan's Island, Isle of Palms, James Island, North Charleston, and Hanahan.

Hours of Operation

Tel-A-Ride service hours span is generally between 5:30 A.M. until 12:00 A.M depending on operating hours of the associated fixed route transit service.

Application

All individuals seeking Tel-A-Ride service must complete an application. Applications are available at Tel-A-Ride operations center, the CARTA administrative office, and on its website. The application is designed to provide the applicant an opportunity to describe their mobility impairment as it relates to their ability to ride the fixed route system. All sections of the application should be completed before it is processed. CARTA staff will process applications and upload client information into the scheduling software.

Booking

CARTA staff will be responsible for booking trips in the Tel-A-Ride system. CARTA staff will be responsible for creating a daily manifest which will be provided to the contractor by 8:00 P.M.

****Please include a cost on the price file for Service Provider to provide these services as an option.***

Picture ID Cards

Upon receiving certification, the contractor will issue the client a picture id card. This card should be similar to the one utilized at the present time. The client should have a picture on the front with the expiration date listed in visual lettering. The ID card should be issued before the client starts riding Tel-A-Ride. This process should be done in a timely manner at no additional cost to the client. (A fee of \$5.00 may be charged to anyone who loses their ID card.)

Contract shall provide a report by the 5th of every month detailing the number of ID cards issued.

2.4 Service Changes

The Services provided may be modified or adjusted at any time by CARTA. Modification and adjustments may include, but are not limited to; adding or deleting bus stops, extending, deleting, or adding routes or parts of routes, reallocating, decreasing, or increasing Service Hours or the frequency of service, adding commuter express service or routes, or other types of new services needed to meet changing transit demand and market condition; or modifying requirements relating to the maintenance of vehicles or the Facility. CARTA and Service Provider shall jointly evaluate schedules periodically to address changes in ridership and demand, surface street configurations, and traffic and circulation changes.

Process for Service Changes: CARTA retains the sole and absolute authority to establish transit policy, routes, and fares. Service changes proposed by CARTA shall be submitted in writing to the Service Provider, identifying the proposed change in reasonable detail and specifying the proposed implementation date. Service Provider shall, within 20 days after receipt of a proposed service change, provide CARTA a written estimate of the cost or savings of the proposed change; the anticipated impact of such change on existing operations, maintenance activities, schedules, routes, and existing capital equipment usages; the necessity for any additional capital equipment to implement such change.

Upon direction by the Executive Director, Service Provider shall proceed to implement the proposed service change (with any modifications accepted by CARTA) in accordance with the schedule or timetable established by CARTA. Only those changes directed or approved by CARTA shall be implemented by the Service Provider.

Temporary Modifications: CARTA may direct the Service Provider to make temporary modifications in the service provided or the Schedules in order to make temporary modifications in the services provided or the Schedules in order to address short term operating problems or route seasonal adjustments issues. The Cost per Service Hour rate shall apply for all temporary modifications.

Special Services: If CARTA determines that special services are needed to meet a particular transit need within the scope of this Contract, CARTA shall provide notice Service Provider of the special service to be provided and the date on which the provision of such services shall commence. The Cost per Service Hour rate shall apply for all special service. Service Provider shall implement such service in accordance with the schedule established by CARTA.

Disaster Relief Program: Service Provider is responsible for timely, efficiently, and effectively implementing CARTA’s obligation under the Charleston Area Emergency Preparedness Plan, as amended. If CARTA determines that services are needed to effectuate its own disaster relief program, (i.e.: transporting vehicles to another location or transportation service during and after a disaster period), CARTA shall provide reasonable notice to Service Provider of the services to be provided and the date on which the provision of such services shall commence. CARTA shall reimburse Service Provider for its reasonable direct costs incurred in providing such services under this section.

If the Preparedness plan is activated, the Service Provider shall arrange for staff to be available to deliver the emergency services. Staff may be required to work during a declared emergency. Responses that require mass transportation assets will be coordinated by ESF-1 during the immediate pre- and post-disaster period. The County’s emergency responsibility will primarily include the prioritization and allocation of local transportation assets including processing of all transportation requests from local agencies and local governments.

2.5 Fleet Description

Below is the fleet inventory as of 12/1/22:

Rolling Stock						
Qty	Year	Seating Capacity	Make	Model	Average Mileage	
9	2016	4	Mobility Ventures	MV-1	135,547	* To be replaced-2023
9	2017	5	Dodge	Amerivan	147,981	* To be replaced-2023
1	2018	5	Dodge	Amerivan	109,213	
1	2018	18	Ford	E450 Super Duty	164,307	
2	2019	18	Ford	E450 Super Duty	169,782	
3	2014	24	New Flyer	Midi MD30	162,826	
7	2016	24	New Flyer	Midi MD30	101,154	
3	2018	24	Alexander Dennis	Enviro200	73,794	
3	2013	24	Alexander Dennis	Enviro200	73,022	
2	2019	36	Alexander Dennis	Enviro200	62,583	
10	1996	36	New Flyer	D35HF	1,052,366	*To be retired-2022
5	2012	36	New Flyer	D35LFR	574,980	*Contingency Fleet-2023
10	2010	36	XD40	D35LFR	625,760	
20	2021	34	Proterra	ZX5	5,899	
3	2015	38	New Flyer	Xcelsior-Commuter LF	221,847	
5	2016	14	Ford	E450	184,765	
19	2019	40	Gillig	Commuter LF	103,264	
4	2019	18	Ford	E450 Super Duty	123,658	
1	2020	18	GM	Champion LF	80,202	
7	2021	36	New Flyer	Xcelsior-XE40	30,697	
3	2019	36	Proterra	E2 CATALYST	54,472	
3	2021	36	Proterra	E2 CATALYST	52,434	
2	2013	36	New Flyer	XD40	530,185	
106 Fixed-Route Fleet			26 Paratransit Fleet			

Support Vehicles					
Qty	Year	Seating Capacity	Make	Model	Average Mileage
1	2013	4	Toyota	Prius	212,829
4	2017	4	Ford	Focus	53,501
5	2017	4	Ford	Escape	102,879
2	2015	4	Ford	Focus	97,476
1	2013	6	Ford	Explorer	58,631
1	2013	3	Dodge	Ram 2500	41,377
1	2017	3	Ford	F350	12,198

2.6 Holidays

All routes operate on a Sunday schedule during the following holidays:

- Martin Luther King Jr.
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Exceptions

DASH does not operate during the following holidays:

- Thanksgiving
- Christmas Day
- New Year's Day

Express Routes do not operate during the following holidays:

- Day after Thanksgiving
- Day after Christmas

2.7 Dispatching

Dispatching of services will be provided by the Service Provider including the sign in/out of bus operators, vehicle route assignments, pre/post check inspections, incident management, and road calls.

Dispatching personnel shall be on duty and in radio, communication with vehicle operators at all times during hours of operation and shall be trained in professional techniques, radio protocol and cooperative methods for communicating with vehicle operators and passengers. Service Provider shall follow FCC guidelines. Service Provider shall maintain logs of all dispatching and radio communications. CARTA reserves the right to examine such logs at any time. Dispatch personnel shall demonstrate the ability to speak, read, and write Standard English.

The Service Provider will communicate all “lost and found” items to the CARTA Customer Service.

Street Supervisors. Service Provider shall have street supervisors on the street covering all routes during service hours. Street supervisors shall promptly respond to an incident/accident and shall maintain a professional appearance.

Vehicle Mechanics. In General. Service Provider shall employ personnel in sufficient numbers and with an adequate mix of skills to maintain the vehicles on site. Mechanics shall possess the ability to repair and service the vehicles and equipment.

Matching of Personnel to Tasks. Service Provider shall ensure that the skills, capability, and availability of maintenance personnel are adequately matched to the type of maintenance and repairs needed for the Fixed Route System

2.8 Operating Facility

CARTA will provide a dedicated administrative/bus depot/maintenance facility located at 3664 Leeds Ave., North Charleston, SC 29405. The Service Provider will have a minimal annual lease rate of \$1 with terms at the facility to pay CARTA for this space. The Service Provider will be expected to maintain the Leeds Ave. facility at the highest standards for cleanliness and operating functionality.

The following provides a breakdown of the Service Providers expectation at a minimum.

- Provide daily cleaning inside and out with paid janitorial service for all space.
- Service Provider shall pay for utilities and inhabitant expenses; including but not limited to trash collection, electrical at buildings, natural gas at buildings, landscape maintenance, day-to-day operating equipment, management, telecommunications, and janitorial service.
- Provide maintenance and PM service for equipment provided to Service Provider including but not limited to bus wash/reclaim, in ground lift, lube systems, oil/water separation system. The Service Provider shall provide to CARTA a copy of its written disaster recovery plan to be used in the event of a fire or any other disaster. Additionally, the Service Provider shall provide CARTA with a communications plan describing how the company will coordinate with revenue vehicle operators on all scheduling, operations, and transportation related issues.

2.9 Vehicle Maintenance

All vehicles supplied by CARTA shall be maintained by the Service Provider in accordance with the repair and condition standards deemed satisfactory to CARTA. The Service Provider shall maintain all equipment in conformance with the manufacturer’s warranty requirements throughout the life of the contract and in adherence to FTA and the National Transit Database reporting. This is a critical function of providing a high quality of service. Maintenance activities shall be carried out at times, which do not interfere with scheduling of Revenue Vehicles to meet peak period service demands.

The Service Provider is expected to exceed all of CARTA’s expectations in maintaining the fleet and meeting all requirements of the FTA Satisfactory Continuing Control. Any failure to comply will result in

Unsatisfactory Performance Fees being applied to the Service Provider where applicable. CARTA will review maintenance records and inspect vehicles on a regular basis to ensure adherence with FTA and CARTA regulations for vehicles that have been purchased with federal, state, and local funds.

Inspections by CARTA. CARTA reserves the right to randomly inspect vehicles used in the Fixed Route System, to review maintenance records of such vehicles, to confirm that required maintenance service is performed and to confirm that such vehicles are clean and free of trash. Any vehicle found to be unsafe or unclean will be removed from operation until the condition is corrected. If CARTA identifies a mechanical problem, the vehicle will be repaired by Contractor and at Contractor's expense.

Maintenance Records. Service Provider shall provide complete, accurate, and current maintenance records on all CARTA and Service Provider vehicles. Record keeping shall be consistent with accepted fleet maintenance practices as specified by CARTA and include fuel usage. Maintenance records will be provided to CARTA monthly and be listed by the vehicle identification number or discretion of CARTA.

2.10 Damages

The Service Provider shall notify CARTA of all vehicle damage immediately (interior and exterior), and no longer than 12 hours following the incident that occurs through the performance of this contract. All vehicle damage should be photographed and reported to CARTA prior to initiating the repair. CARTA will monitor the condition of the vehicles and will solely determine if the Service Provider is in any way subjecting the vehicles to other than ordinary wear and tear of what would be expected for the operation. All repairs shall be covered by the insurance provider of the Service Provider, or a direct expense to the Service Provider for any such said repairs for damage.

2.11 Vehicle Cleaning

The Service Provider is responsible for and washing the exterior of its supplied vehicles as well as performing major cleaning (inside and out). Daily, the Service Provider will be required to sweep out each vehicle, wipe down seats and other surfaces, as well as remove trash. In addition, CARTA, at its discretion, may increase or decrease the service level requirements to meet or exceed expectations.

2.12 Management

The Service Provider shall be responsible for providing qualified personnel capable of performing all the responsibilities and obligations under this Contract. The total number of personnel necessary for operations and services shall be determined by the Service Provider.

The Service Provider will have designated onsite managers and point-of-contacts for the various operation and maintenance duties. The Service Provider should maintain adequate staff throughout the contract. The Service Provider should include a detailed staffing plan that designates the people to perform their managerial duties and specific to their responsibilities under this contract. The Service Provider will also provide, at a minimum, the following duties to be performed in support of the transit service:

- Training and scheduling of all regularly assigned personnel.
- Arranging the assignment of backup personnel whenever necessary
- Distribution and collection of operating reports.
- Daily monitoring and security of the collection of all fares.
- Preparation of monthly summaries of operations data.
- Preparation of a monthly invoice which will document all charges.
- Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems in a timely manner.
- Accident review, analysis, and reviews for accident chargeability
- The hiring and discipline of personnel.
- Associated Collective Bargaining Agreement (CBA), if applicable, for Unionized Operator workforce

Management Personnel. In order to manage and perform the services required by this RFP, the Service Provider shall provide appropriate management personnel to oversee the fixed route and paratransit operations. The candidate for General Manager shall be outlined in the proposal submitted, and shall detail experience and operational achievements. The individual selected for General Manager shall be dedicated to the CARTA operation, and shall not serve in the Regional Management role for the Service Providers other contracts. In addition, the General Manager candidate shall receive approval from CARTA for all scheduled travel and absences, even when work related.

General Manager. The General Manager shall have at least three (3) years' experience in a similar operation. CARTA must be notified in writing at least ninety-days (90) prior to any contemplated change in the General Manager. The General Manager shall remain with the CARTA Fixed Route and Paratransit System for a minimum of one year unless otherwise agreed by CARTA. The General Manager is required to reside in the locality, devote his/her entire time and effort to the services provided under this Agreement and shall serve as primary on-site liaison with CARTA.

The General Manager shall be responsible for the safe and reliable provision of all services provided to CARTA. The General Manager shall directly supervise the daily activities of all Contractor personnel employed to operate and support the Fixed Route and Paratransit System and monitor all Fixed Route and Paratransit System operational activities. The General Manager will be the primary Contractor liaison with CARTA.

The General Manager shall be responsible for having a thorough working knowledge of the requirements of laws, regulations, and statutes, including amendments and guidance provided by U.S. Department of Transportation, FTA and South Carolina Department of Transportation pertaining to the provisions of Fixed Route Services.

The General Manager shall implement transit policy established by CARTA and shall work cooperatively with CARTA in matters of assuring service quality, providing operational data, planning future service, responding to comments from passengers and the general public and responding to specific requests for other assistance from CARTA.

As required by CARTA from time to time, the General Manager shall attend all meetings and hearings pertaining to the Fixed Route and Paratransit System. This includes, but is not limited to, CARTA board meetings and any and all citizen advisory group meetings. Should the General Manager be unable to

attend such meetings the General Manager shall appoint a staff member, as approved by CARTA, with the authority to make binding decisions to appear as agent of Contractor in his or her place.

If the General Manager is unable to perform his or her duties, the General Manager shall appoint a staff member to serve in his or her place. Contractor shall notify CARTA whenever such substitution shall occur prior to the event. If the General Manager shall be unable to perform duties for more than two weeks, Contractor shall be required to provide a qualified Operations Manager as a substitute, subject to CARTA approval.

Staffing: CARTA is subject to drug and alcohol testing regulations and guidance issued by the United States Department of Transportation and the Federal Transit Administration. Contractor shall comply with all applicable requirements thereof.

Contractor retains the right to exercise full control and supervision over its employees, their compensation, other terms and conditions of employment and discharge, and agrees to be solely responsible for all matters relating to payment of its employees, including compliance with social security, withholding and all other regulations governing such matters.

Contractor shall provide all management, supervisors, dispatchers, vehicle maintenance supervisors, safety and training personnel, and other personnel necessary; responsibly operate the Fixed Route and Paratransit System.

Meetings: Meetings involving the CARTA Executive Director and the General Manager shall be held on a quarterly basis. Meetings with other key CARTA and Contractor staff will be held on a regular basis, as well as on an as needed basis. CARTA shall include key Contractor staff in appropriate meetings related to service, planning, maintenance, and operations, in circumstances in which CARTA is contemplating the purchase of new equipment or systems or is making significant planning decisions. A representative of Contractor shall be present at the regular public meetings of CARTA.

Obligations: Contractor has the sole and exclusive authority to and agrees to perform all functions and all things necessary for the management of its employees, including but not limited to the authority to fix wages, hours, and other terms and conditions of employment, to bargain with its employees or their representatives and enter into collective bargaining agreements, to establish and enforce rules and regulations concerning the work and conduct of its employees, to establish procedures for and handling and resolving grievances of its employees, to hire, fire, promote, layoff, supervise and discipline its employees including discharge of employees, all of the above whether arising by collective bargaining agreement or otherwise.

Contractor further retains the right to exercise full control and supervision over its employees, their compensation, other terms and conditions of employment and discharge, and agrees to be solely responsible for all matters relating to payment of its employees. These obligations expressly include, but are not limited to, all actions necessary or appropriate for CARTA to be at all times in compliance with the applicable requirements of Section 5333(b) of the Federal Transit Act, as amended, 49 U.S.C. §5333(b), also known as Section 13(c) of the Federal Transit Act. Contractor shall at all times comply with and shall timely take all steps and do all things necessary and appropriate to assure compliance with the terms and conditions of labor protective arrangements and certifications issued by the United States Department of Labor pursuant to Section 13(c) with regard to grants of financial assistance

provided to Charleston by the United States Department of Transportation Federal Transit Administration (FTA).

Personnel Performance Standards and Requirements: Personnel Standards. Contractor shall require that all project personnel maintain a professional, courteous attitude toward passengers, including answering to the best of their ability all passenger questions (including questions about schedules) and performing other tasks as directed.

Complaints: Contractor shall report all passenger complaints and any operational problems to CARTA. The logging of complaints shall include date, time, and a written description of each complaint. CARTA shall respond to passenger complaints in accordance with the CARTA passenger complaint process in force at the time of the complaint. Contractor shall provide information requested by CARTA and otherwise cooperate with CARTA in the resolution of any complaints appealed to CARTA pursuant to said passenger complaint process.

Uniforms: Contractor shall cause all vehicle operators, and personnel available to the public to be attired in such uniforms or clothing as specified by Contractor and approved by CARTA. Such clothing shall display the System logo or name and shall always have a clean and neat appearance. The cost of such uniforms shall be borne by Contractor.

Labor Laws: Contractor shall comply with applicable local, State, and Federal laws and regulations.

Training: Contractor shall require that all new employees of Contractor complete a training program. Contractor shall inform CARTA of the number of hours of training and types of training to be provided employees in each position.

Contractor shall implement its training plan and program in a way that will assure that vehicle operator training is not conducted during peak service hour periods at the expense of providing on-time revenue service.

Contractor shall develop, implement, and maintain a formal training and retraining program for all vehicle operators and other operations personnel. Such program shall contain behind the wheel instruction on transit vehicle operation, including, but not limited to, the following: Bus maneuvers, fare and transfer structure, pre-trip inspection, map reading, schedule reading, radio procedures, vehicle familiarization, accident and incident procedure and reports, state motor laws, safety, passenger relations, route/system familiarization, elderly and disabled individuals procedures, wheelchair lifts/accessibility devices, diversity training and ADA sensitivity training. Contractor shall ensure that each vehicle operator is fully knowledgeable of his or her duties and responsibilities and can operate a transit vehicle in a safe manner.

Safety Program: Contractor shall develop an ongoing Safety Program. This program shall ensure a safe operating environment and address unsatisfactory operator performance and refresher courses for vehicle operators who have not driven for more than thirty days. All vehicle operators and maintenance employees must complete this program annually.

2.13 Drivers

All drivers of the Service Provider must meet these minimum requirements:

- Pass a pre-employment drug and alcohol test as well as participate in random and for cause drug and alcohol testing during time of employment.
- Failure of a drug and alcohol test by Service Provider employee should be reported immediately to CARTA.
- Not have any felony offenses.
- Be properly licensed in the State of South Carolina to provide this type of service and when operating a vehicle weighing more than 26,000 pounds or originally designed to carry 16 passengers or more (including the driver), possess a valid commercial driver's license (CDL) with a PB endorsement.
- Be at least 21 years of age.
- Be able to read, write, and speak English (a second language skill in Spanish is considered a plus).
- Have received no more than one moving violation within the last three (3) years.
- DMV record check every 6 months.
- Criminal background check.

Additionally, vehicle operators will:

- Operate in a safe, customer-friendly manner and comply with CARTA's ridership policy.
- Be required to wear CARTA-approved uniform shirts, pants and otherwise following a dress code approved by CARTA. CARTA is looking for standardization and professionalism among the drivers—consistent shirts, pants, shoes, head wear, and outerwear (e.g., jackets). These items must be in good condition and clean. CARTA will not approve clothing items with, for example, team or company logos. CARTA will make a judgment, based on proposals received, on the adequacy of uniforms. Proposer should submit photos of proposed uniform with submission.
- Be properly groomed and otherwise present a professional appearance and demeanor to the public.
- Comply with rules and regulations of CARTA.
- Be required to cooperate in the distribution of information to the riders as well as cooperate in distributing maps and special literature.
- Operate the service in compliance with ADA requirements.

Prior to employing any person as a vehicle operator, Contractor shall obtain from each such person detailed information concerning such person's employment experience, driving record, professional driving experience, motor vehicle violations and accidents, criminal history, personal and character references, and complaints filed against such person in the course of any employment as a professional driver, whether by any bus Service Provider or otherwise. Contractor shall investigate and verify the accuracy of the information obtained from all job applicants.

Contractor shall conduct annual checks of the DMV records of all its employees whose job requires them to operate service vehicles. DMV records shall be checked for accidents, vehicle code violations, license suspensions, or any other pertinent information, which would cause question to an employee's fitness to operate a vehicle in accordance with all applicable federal, state, and local laws.

Adequate numbers of fully qualified vehicle operators shall be available during all operating hours to ensure consistent and reliable service in accordance with high industry standards.

Vehicle operators shall be trained in, and be cognizant of all operational procedures relating to the System, including but not limited to a thorough knowledge of the service area and street network.

2.14 Driver Training

The Service Provider will provide for approval by CARTA a driver training program that accomplishes the following minimum requirements:

- Bus routes, service policies, and fare collection.
- Safe operation of the vehicles and equipment.
- Customer relations skills.
- Safe driving.
- Passenger assistance techniques including sensitivity training.
- Data collection including, but not limited to, passenger counts in support of NTD reporting; and
- Security training generally instructing drivers how to recognize and react to suspicious or illegal activities.

2.15 Supervision

The Service Provider shall be fully responsible for overseeing driver hiring, safety, training, conduct, behavior, and termination if necessary.

SECTION 3 – REPORTING & INSURANCE

3.1 Reporting

The Service Provider will provide all project records as requested by CARTA in approved formats related to operations, maintenance, and administrative actions. The Service Provider will permit authorized representatives of CARTA to examine all data and records related to the Contract upon request by CARTA. All records prepared by the Service Provider will be owned by CARTA.

The Service Provider will provide all records during the life of the contract and make them available to CARTA for at least Five (5) years following final payment.

3.2 Financial Records

The Service Provider will establish and maintain within a separate account all project expenditures and any other relevant financial records or documents. The Service Provider must conform to applicable FTA Uniform System of Accounts of the National Transit Database (NTD) reporting system. The Service Provider will supply on an annual basis all year-end audit documents and associated material.

3.3 DBE Reporting

The Contractor shall submit to CARTA on a quarterly basis information on DBE Activity and supporting documentation for work performed and goods purchased.

3.4 Invoices and Farebox Revenue Handling

The Service Provider's designated manager shall submit monthly invoices to CARTA within five (5) calendar days of the following month for services rendered during the reporting period. The Service Provider must also provide a monthly mileage statistics report by vehicle and type of bus service in accordance with Federal Transit Administration (FTA) accepted methodology as approved by CARTA staff. Payment from CARTA shall be received approximately thirty (30) days following approval of invoice. All invoices and related records are subject to audit by CARTA or representatives of other funding partners.

Fareboxes and a fare vault will be provided by CARTA and maintained by the Service Provider. Farebox and fare vault shall include all regularly recommended preventative maintenance. It shall also include the repair of any fare vault jams, or any necessary repairs to the fareboxes, vault, or probes.

3.5 Information Management System

The Service Provider shall be responsible for producing and maintaining a current and relevant Information Management System (IMS) database for CARTA at no additional charge. The IMS will serve as a database for both CARTA and the Service Provider to monitor and evaluate the productivity of the service. At a minimum, the Service Provider's key management personnel shall be required to always have electronic file transmission capabilities with CARTA. The Service Provider will collect, prepare, and summarize in a monthly report to CARTA, the following:

- Out of service report (daily).
- Missed trips (daily)
- Service interruptions due to mechanical road calls (daily), passenger disputes, accidents, and other reasons.
- Additional/added miles and hours (daily) with explanation.
- Miles operated per vehicle (reported monthly for the prior month, year to date and life to date).
- Number of complaints/compliments received (monthly), how resolved, and any changes to be made.
- Vehicle collisions/incidents (daily, reported immediately to CARTA)

3.6 Collisions/Incident Report

The Service Provider shall notify CARTA in writing of any of the following collisions/incidents immediately:

- Collisions between a CARTA vehicle and another vehicle, person, or object.
- Single vehicle collisions or incidents.
- Passenger accidents, including falls while passengers are entering, occupying, or exiting the vehicle.
- Disturbances, fainting, sickness, deaths, or assaults.
- Collisions the driver witnesses.
- Vandalism to the vehicles and/or facilities.
- Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Service Provider or CARTA.
- Any passenger, driver, supervisor, and service complaint that arises from a collision. If the collision/incident involves injuries or extensive property damage, CARTA shall be notified immediately.

3.7 Insurance Requirements

At a minimum, the Service Provider must have the following insurance requirements:

- General Liability: \$3,000,000 Single/ \$5,000,000 General Aggregate;
- Automobile: \$5,000,000;
- Worker’s Compensation: SC State Minimum; and
- Umbrella: \$10,000,000.

CARTA must also be listed as an additional insured with respect to General Liability and Automobile. The insurance company providing the coverage must be licensed to do business within the State of South Carolina and shall have a rating of not less than “A” by A.M. CARTA shall be given a Certificate of Insurance from the insuring company showing the insurance coverage and cost for each coverage.

Performance Bond: A Performance Bond will be required for the full term of this award, including renewals, if applicable.

SECTION 4 – PROPOSAL CONTENTS

4.0 PROPOSAL CONTENTS

All Proposals must follow the exact order and format prescribed in this RFP. CARTA will reject Proposals that fail to comply with any RFP requirements as non-responsive. **Proposers are required to submit their package with no more than fifty (50) pages, no less than 11pt. font size, Calibri or Times New Roman text on standard 8 ½ x 11or content RFP details not including section dividers, signed certifications, and audited reports. CARTA must receive the following items:**

- One fully executed, original Qualifications Proposal and Price Proposal
- Five (5) copies of the Qualifications Proposal;
- One (1) Sealed Envelope with five (5) copies of the Price Proposal; and
- One (1) USB with electronic copies of the Qualifications and Price Proposals.

Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Information should be presented in the order it is requested.

4.1 QUALIFICATIONS PROPOSAL

Letter of Transmittal

Each Proposer shall provide a letter of transmittal signed by an authorized representative of the firm and including the following:

- Identification of the proposing firm(s), including name, address, email, and telephone number.
- Identification of a designated contact(s), with name, title, telephone number, address, and email, who is authorized to address issues and negotiate with CARTA on the Proposer's behalf in connection with this RFP, the Project, and the Agreement (including the price), and to bind the Proposer on all matters relating to the RFP and the Agreement.
- A statement that the Proposal (including the price) shall remain valid for a period of not less than ninety- (90) days from the Proposal due date, unless otherwise agreed to by CARTA and the Proposer. CARTA may extend the bid period at any point through written notification.
- A statement and acknowledgement by the Proposer that the Proposal constitutes a binding offer to supply public transportation services in accordance with the terms of the RFP and the Agreement, and that the Proposer agrees to provide all the services on these terms if selected by the CARTA.
- A statement and acknowledgement by the Proposer that it understands and will comply with all applicable federal, state, and local laws, regulations, and requirements.
- Acknowledgement of any RFP addenda receipt.

Evidence of Good Standing

Each Proposer shall provide evidence of good standing and authorized execution, including the following:

- The Proposer shall provide evidence that it is in good standing in the State of its incorporation/ organization and that it is qualified to do business in the State of South Carolina.
- If the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body authorization to submit the Proposal and enter and bind the Proposer to the Agreement.

References

This section should provide a listing of five (5) public or non-profit entities, of similar nature to CARTA's system, for which the Proposer or its corporate predecessor has provided services most recently, including the following:

- The particular services rendered.
- The fleet size operated (whether agency provided, or contractor owned).
- Workforce size.
- Any assets provided by the contractor.
- The current status of the Proposer's involvement in those services.

Past Performance

Each Proposer shall submit the information set forth below regarding past performance, activities, and projects. The information shall cover the five (5)-year period prior to the date of the Proposal, including the following:

- Information concerning any instance of where the Proposer or a team member was debarred, disqualified, or removed from a federal, state, or local government public transportation project.
- Any instance where the Proposer or a team member submitted a bid or Proposal on a public transportation project and the awarding body rejected the submittal because it failed to address all the RFP requirements or identified the Proposer as non-responsive.
- Any instance where the Proposer or a team member defaulted on a public transportation contract.
- Information concerning the bankruptcy or receivership of the Proposer or a team member.
- Information concerning all adverse claims, arbitrations, lawsuits, or other disputes (including any settlement thereof) between the owner or a public transportation project and the Proposer or a team member (including professional liability/errors and omissions claims) in which the claim, settlement, or judgment exceeds three hundred thousand dollars (\$300,000).

Requirements and Certifications

- Federal and State Certificates and Assurances
- Cost Proposal
- Bond Requirements
- Insurance Policy Requirements
- Any other RFP documentation indicating a signature

Key Personnel and Management

This section should provide an explanation of the Proposer's management structure, key personnel for the services, and organizational chart, including the following:

- Identification of key personnel including but not limited to the proposed General Manager, Operations Manager, Maintenance Manager, and Training/Safety Manager with resumes (limited to two pages per person) describing their qualifications for each position. Include at least two business references per key personnel, including the reference's title, contact number, and email address.
- An explanation of the extent of the Proposer's willingness to retain staff of CARTA's current contractor in management and supervisory positions.
- An explanation of the Proposer's management team for this project and the relationship to the Proposer's overall corporate structure.
- A description of the project team's experience working together on similar work.
- CARTA must approve any key personnel changes upon review of an updated qualifications proposal. Failure to receive CARTA's approval for key personnel changes may result in contract suspension or financial penalties/liquidated damages.
- An explanation of whether key personnel positions are full time or part time.

Staffing and Personnel Plan

This section should provide a Staffing and Personnel Plan including, at a minimum, hiring, and promotion policies and practices; an organizational chart; written standards of conduct and performance required of employees; standards and criteria for employment; and management approach and techniques. The Plan should also include the following:

- The estimated number of employees required to complete the term of the Contract, by job and year, with the functions and responsibilities of each job category.
- The assumptions for annual hours of work (excluding vacation, sick and other leave time) for each job category or classification of employee.
- A description of the Supervisor levels of supervision and the expected job responsibilities.
- A description of the Proposer's approach for providing opportunities for employee advancement, for providing adequate compensation and benefits, for rewarding quality job performance, and for promoting the retention of employees and the preservation of a stable workforce.
- A plan for transitioning current employees (supervisors, drivers, maintenance, dispatchers, etc.) to the new workforce. In particular, the proposal should address salary levels, detailed benefits provided, and retention of the current workforce, including how the proposer would handle the existing seniority list of employees and those vehicle operators.

Management Approach

This section should include a statement explaining and documenting the Proposer's ability to perform the scope of work set forth in this RFP, including the following:

- A description of the Proposer's experience in starting up and transitioning to a contracted operation that had previously been operated by another contractor.

- The Proposer’s operations capability.
- The Proposer’s methods and resources to perform the services described in this RFP.
- The Proposer’s experience in time proven, as well as state-of-the-art, transit management techniques including the use of performance monitoring systems and software.
- The Proposer’s detailed Maintenance Management Plan for CARTA provided rolling stock and facilities including preventive maintenance details and procedures prescribed to personnel and external contractors.
- Describe how the Proposer has assisted other public transit agencies in solving service related, budgetary problems and challenges.
- Describe the relationship between corporate and local contract managers, drivers, and employees

Transition and Start-Up Plan

This section should provide a description of the Proposer’s plan to transition into responsibility for the services, to assure a smooth start-up, to hire and train employees, and to assure that it is ready to assume responsibility for Revenue Service by the Commencement Date. This section should identify the specific issues that the Proposer will address in the transition and the Proposer’s plan for addressing those issues, and a schedule of specific start-up activities.

Training Program

This section should provide a proposed training program for training of vehicle operators, dispatchers, technical support, and supervisory personnel, including the following:

- Provide a summary of the training program, specifying whether the training program is customized or a purchased system. Summary should include topics such as:
 - A description of the specific training that will be provided for vehicle operators on system routes, fare collection, safe driving practices, and customer service, as well as the scope and hours of refresher training for accident prevention and the scope and hours of retraining following vehicle accidents.
 - A description of the proposed training on the proper operation of all CARTA provided vehicles, equipment, and software.
 - A description of the proposed training on the proper security, emergency response, and preparedness procedures.
- A description of the number of hours of training and frequency for each classification of employee specified by the type of training proposed.
- A description of the Proposer’s plan to assure that training will be fully adequate in scope and content throughout the contract term.

Operating Plan

This section shall describe the Proposer’s plan and procedures for revenue vehicle operations, office and field supervision, dispatching, response to in-service vehicle breakdowns, and other service disruptions. This section should include the following:

- A description of the proposed weekly operating cycle.

- A description of the proposed scheduling, deployment, and mark-up process.
- A description of the Proposer's service quality monitoring program, addressing matters such as how on-time performance and trip completion will be tracked and reported, and how operator service provision quality will be checked (e.g. ride checks).
- A description of the process to report and discuss performance data, using performance monitoring system and software, with CARTA regularly and fully. These regularly scheduled coordination meetings with CARTA will include discussions to increase efficiency or improve service delivery.
- A description of the process to respond to breakdowns, accidents, late service, emergencies, and other service disruptions, and to ensure on time performance.
- A sample Driver Training Handbook that describes performance expectations and disciplinary procedures. (One copy in electronic format – not counted against the maximum 50-page submittal)
- A description of the Proposer's approach to coordinate maintenance, pre- and post-trip inspections, and In- Service Road Failures.
- A description of the Proposer's approach to coordinate fueling and cleaning process, including daily fueling procedures, daily, weekly, and monthly interior and exterior cleaning schedules, farebox probing, and fare removal process with CARTA.
- Provide samples for any daily, weekly, and monthly operations reports from maintenance, safety, security, operations, administration, etc.

Safety and Security Program

This section should provide a Safety and Security Program that complies with all applicable federal regulations of the Occupational Health and Safety Administration (OHSA), Department of Homeland Security (DHS), Department of Transportation (DOT), and any other applicable federal, state, or local safety/security laws, regulations, rules, codes, or orders. This program must integrate with CARTA's existing emergency management procedures, which will be provided upon selection of a Service Provider. This program should also specifically address the safety of employees, passengers, vehicles, and equipment, and will include the following:

- A plan for operational safety (with and without passengers aboard), traffic safety, accident reduction and prevention, accident remediation, crime prevention, safety for mechanics and service personnel and all employees, including those involved in technical and/or hazardous activities.
- A detailed description of the proposed accident investigation process, accident notification communication tree, customer injury claim process, and follow-up process. Provide a sample accident investigation form if available.
- An identification of the staff position dedicated to system security, emergency preparedness, implementation of the Emergency Management Program, security awareness, and implementation of any other safety, security, or emergency requirements.
- Service Provider will provide Quarterly MIS drug and alcohol reporting to CARTA.

The Service Provider's program for safety of employees, passengers, vehicles, and equipment shall be implemented by and the responsibility of the Service Provider.

4.2 PRICE PROPOSAL

Proposers shall provide a Price Proposal using the format identified in the RFP for each of the years in the Ten (10) years for a fixed cost as outlined in Section 8.

Each Proposer must also provide a copy of the audited certified financial statements (including balance sheet and income statements) of the Proposer for the last three (3) years, together with the financial statements of any parent or affiliated company of the Proposer for the same three (3) year period. The financial statement must set forth the financial status of the entity or business unit that will perform the services under this RFP.

4.3 PROPOSAL ACCEPTANCE AND VALIDITY

CARTA reserves the right to accept or reject any Proposals submitted in response to this RFP, or to refuse to enter any contract resulting from any Proposal submitted. CARTA may disqualify Proposers and reject Proposals for any of (but not limited to) the following causes:

- Failure to meet requirements outlined in RFP.
- Lack of signature by an authorized representative on the Proposal.
- Failure to properly complete the Proposal and required signatory pages.
- Evidence of a conflict of interest.
- Evidence of collusion among Proposers.

Each Proposal constitutes a binding offer to provide the services specified in this RFP, in accordance with the terms and conditions herein. Proposals are subject to negotiation at the discretion of CARTA. Upon agreement of final terms, the parties shall promptly execute the final contract documents.

The Agreement shall bind the Proposer to furnish and deliver at the price proposed and in accordance with conditions of the accepted Proposal and this RFP, as negotiated. If CARTA selects a Proposer for contract award and the Proposer does not honor its binding offer, CARTA may pursue any remedy permitted by law and will execute condemnation of the bid bond. All elements of the Proposal, including the price, shall remain valid for a period of not less than ninety (90) days from the Proposal due date, unless otherwise agreed to by CARTA and the Proposer. CARTA may extend the proposal period at any point through written notification.

SECTION 5 – PROPOSAL REVIEW AND EVALUATION

5.0 PROPOSAL REVIEW AND EVALUATION

The Procurement/Contracts Administrator will review and evaluate the Transmittal Letter, Evidence of Good Standing, and Requirements and Certifications on a pass/fail basis. The Procurement/Contracts Administrator will identify Proposals as “non-responsive” if they are incomplete or do not provide the required information. CARTA will not review, evaluate, or score non-responsive Proposals.

The Selection Committee will evaluate all acceptable Proposals and may contact any of a Proposer’s client references to discuss the Proposer’s qualifications and past performance. The results of any such reference checks may be considered in the evaluation and scoring of Proposals. CARTA reserves the right to select for Contract Award the most qualified proposer, based on the evaluation of the initial Proposals as submitted, without interviews or discussions, or establishment of a competitive range. If CARTA receives only one Proposal that meets the requirements of this RFP, CARTA may negotiate a Contract with that single Proposer, and may award a Contract to that Proposer. In that event, CARTA may request information from the Proposer to enable CARTA to perform a cost/price analysis, evaluation, and audit of the proposed price.

5.1 BEST AND FINAL OFFER

CARTA may elect to conduct interviews with all Proposers in the competitive range. Interviews may include a presentation by the Proposer, followed by questions, and any requests for clarification of a Proposal. Proposers should be prepared to fully explain and justify Price Proposals, including the assumptions or models they used to develop costs. At the conclusion of the interview process, Proposers in the competitive range must submit a BAFO, if requested. The BAFO must respond to and fully address all issues, concerns, deficiencies, and questions that arose during the interview process, and should submit the most cost-effective Price Proposals feasible. If a competitive range is not established, Selection Committee will evaluate and score the acceptable Proposals and determine the highest ranked Proposal and will make its recommendation for contract award to the CARTA Board of Directors.

5.2 PROPOSAL EVALUATION

CARTA will evaluate proposals based upon the following:

- The technical qualifications, representing seventy-five percent (75%) of the total score; and
- The price proposal, representing twenty-five (25%) of the total score.

Operations Capacity: 20 Points

CARTA will evaluate the Proposers operations capability, approach, and plans:

- The overall quality of the Proposer’s Operating Plan, including the proposed operating procedures; On-Time Performance recommendations; approach to employee and vehicle scheduling, deployment, dispatching, supervision, and the contents of the Proposer’s service quality monitoring program; Proposer’s Maintenance Program, Safety and Security Program, and the approach to providing regular and accurate reporting of performance data: **20 points**

Key Personnel, Management Team, Staffing and Training Plans: 30 Points

CARTA will evaluate the personnel related elements of the Proposer's submittal:

- The qualifications, experience and credentials of the key personnel, projected availability of key personnel; any record of the team working together on similar projects; and the quality of the Proposer's overall management organization and team: **10 Points**
- The quality of the Proposer's Staffing and Personnel Plan, including the hiring and recruitment programs, as well as the Proposer's plans for workforce stability: **15 Points**
- The quality and completeness of the Proposer's Training Plan: **5 Points**

Project Experience and References: 10 Points

CARTA will evaluate the Proposer's experience in providing operations services:

- Demonstrated experience by the Proposer in successful transit service operation, including a description of how the Proposer has helped an agency or agencies solve service-related and budgetary challenges and problems, such as through service restructuring: **5 Points**
- The information obtained on the Proposer's past performance through contacts with client references, including any statistical information obtained on matters such as On-Time Performance, passenger complaints, and safety of operations: **5 Points**

Transition and Start-Up Plan: 5 Points

CARTA will evaluate the quality and completeness of the Proposer's Transition and Start-up Plan, including the proposed tasks, approach and resources for Transition and Start-up, and the proposed transition schedule: **5 Points**

Financial Capacity: 5 Points

CARTA will evaluate the Proposer's overall financial condition and capacity, including an assessment of any financial risks or contingent liabilities currently facing the Proposer or anticipated; the extent of its financial strength and resources; and its solvency ratios (current, quick, debt-to-equity): **5 Points**

DBE Participation: 5 Points

CARTA will evaluate the Proposer's plan to incorporate and use Disadvantaged Business Enterprises in support of CARTA's 5% goal: **5 Points**

Price Proposal: 25 points

CARTA will score the Price Proposal based on the total contract price proposed, which is the sum of the annual prices for the initial three (3) years. The Proposer with the lowest total price will receive the maximum number of points available, twenty-five (25). The other Proposers will receive points based on a ratio of their price to the lowest price: **25 Points**

SECTION 6 – AWARD AND CONTRACT

6.0 AWARD AND CONTRACT

Post Selection Negotiations

CARTA may negotiate with the highest ranked Proposer to develop an executable Agreement and may request changes to Proposer's submittal. In the event CARTA is unable to negotiate a satisfactory agreement with the highest ranked Proposer after the notice of selection, CARTA may terminate negotiations and undertake negotiations with the second highest ranked Proposer.

Notice of Award

The Notice of Award will not only advise the Service Provider of the award recommendation but will also deliver the agreement for execution. The Service Provider shall execute and deliver to CARTA the Agreement with an original signature of the Service Provider's authorized representative, with the following required documents:

- The insurance certificates.
- The designation of the Service Provider's Key Personnel.
- The Service Provider's organizational chart.

Notice to Proceed

CARTA will issue a Notice to Proceed (NTP) to the Service Provider following CARTA Board of Directors approval, receipt of the signed Agreement, and required documents. Any costs incurred prior to the NTP will be at the sole expense of Service Provider.

SECTION 7 – REQUIRED FEDERAL CLAUSES

Charleston Area Regional Transportation Authority, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R.

Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Access to Records – The following access to records requirements apply to this Contract:

(1). Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2). Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3.) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit

organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4.) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5.) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6.) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7.) FTA does not require the inclusion of these requirements in subcontracts.

4. CHANGES TO FEDERAL REQUIREMENTS

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. TERMINATION

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

(a.) Termination for Convenience (General Provision) CARTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to CARTA, the Contractor will account for the same, and dispose of it in the manner the CARTA directs.

(b.) Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CARTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(c.) Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, CARTA may terminate this contract for default. CARTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the CARTA, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and CARTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CARTA.

(d.) Opportunity to Cure (General Provision) CARTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to CARTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from CARTA setting forth the nature of said breach or default, CARTA shall have the right to terminate the Contract without any further obligation to

Contractor. Any such termination for default shall not in any way operate to preclude PART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(e.) Termination for Convenience (Professional or Transit Service Contracts) CARTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. CIVIL RIGHTS REQUIREMENTS

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain

from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

Disadvantaged Business Enterprises

(a.) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5 %.

(b.) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as PART deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c.) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d.) (The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from CARTA. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

(e.) The contractor must promptly notify CARTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;

- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BREACHES AND DISPUTE RESOLUTION

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by CARTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CARTA and the Contractor arising out of or relating to this agreement or its

breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which CARTA is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CARTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. LOBBYING

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal

contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12. CLEAN AIR

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. CLEAN WATER

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

15. PROMPT PAYMENT

The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractor's receipt of payment from CARTA for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the Contractor has received any retainage payment from CARTA.

The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of CARTA. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work, they have performed.

16. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

17. CHARTER SERVICE OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

18. SCHOOL BUS OPERATIONS

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

19. DRUG AND ALCOHOL USE TESTING

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20. ENERGY CONSERVATION

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its sub recipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

21. RECYCLED PRODUCTS

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 et seq.), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

22. ADA ACCESS

The contractor agrees to comply with all the provisions of Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations. Contractor will not discriminate and ensure equal opportunity and access for persons with disabilities.

23. NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

The contractor is required to promptly notify CARTA of any current or prospective legal matters that may affect the BCDCOG and/or the Federal government. The FHWA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official)

On behalf of _____ that: (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of Authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TRAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____
Signature of Authorized Official _____ Date ____/____/_____
Name and Title of Contractor's Authorized Official _____

SECTION 8 – PRICE PROPOSAL

The following price file shall be submitted in a separate envelope from your proposal. The Service Provider shall perform the services outlined in this Request for Proposal for a period of three (3) years from the Effective Date of the Contract signing. The initial term shall be three (3) years, and CARTA, at its sole discretion, may elect to renew the contract for seven (7) consecutive one-year terms.

CARTA reserves the right to discuss and negotiate with selected Service Provider(s) any terms and conditions in the proposals including but not limited to annual renewal rates.

	Year 1	Year 2	Year 3	Year 4	Year 5
Fixed Route Service					
	Year 6	Year 7	Year 8	Year 9	Year 10

	Year 1	Year 2	Year 3	Year 4	Year 5
Paratransit Service					
	Year 6	Year 7	Year 8	Year 9	Year 10

	Year 1	Year 2	Year 3	Year 4	Year 5
Paratransit Service (with scheduling)					
	Year 6	Year 7	Year 8	Year 9	Year 10

Respectfully submitted this _____ day of January 2023.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

Business Address _____

Telephone Number _____ Fax Number _____

Email Address: _____